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Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA

THE BOARD OF TRUSTEES, in their capacities as Trustees of the LABORERS HEALTH AND WELFARE TRUST FUND FOR NORTHERN CALIFORNIA;)	No. C 09 0581 SI
LABORERS VACATION-HOLIDAY TRUST FUND FOR NORTHERN CALIFORNIA;)	
LABORERS PENSION TRUST FUND FOR NORTHERN CALIFORNIA; and LABORERS TRAINING AND RETRAINING TRUST FUND FOR NORTHERN CALIFORNIA,)	[PROPOSED] DEFAULT JUDGMENT
)	Date: August 7, 2009
)	Time: 9:00 a.m.
)	Courtroom: 10, 19 th Floor
Plaintiffs,)	Honorable Susan Illston
v.)	
MELINDA SWAFFORD, Individually;)	
MELINDA SWAFFORD, Individually and doing business as SWAFFORD SWEEPING, and SWAFFORD SWEEPING,)	
Defendants.)	

This matter came on for hearing for entry of Judgment by Default against Defendants Melinda Swafford, Individually; Melinda Swafford, Individually and doing business as Swafford Sweeping; and Swafford Sweeping (hereinafter “Defendants”), on Aug. 7, 2009. Plaintiffs, The Board of Trustees, in their capacities as Trustees of the Laborers Health and Welfare Trust Fund for Northern California; Laborers Vacation-Holiday Trust Fund for Northern California; Laborers Pension Trust Fund for Northern California; and Laborers Training and Retraining Trust Fund for

1 Northern California (hereinafter "Trust Funds" or "Plaintiffs") were represented by Concepción E.
2 Lozano-Batista of Weinberg, Roger & Rosenfeld; Defendant [~~was represented by~~
3 _____/made no appearance]. Having considered the pleadings and
4 arguments in this matter, and good cause appearing, this Court **FINDS AS FOLLOWS:**

- 5 1. The Complaint in this matter was filed with this Court on February 9, 2009.
- 6 2. Service was deemed complete on March 29, 2009;
- 7 3. That no answer or other responsive pleadings having been filed within the time
8 permitted by law, default was entered against Defendants on April 24, 2009;
- 9 4. Defendants have been employers within the meaning of section 3(5) and section 515
10 of ERISA (29 U.S.C. §§ 1002(5), 1145) and an employer in an industry affecting commerce within
11 the meaning of section 301 of the LMRA (29 U.S.C. § 185).
- 12 5. The Court finds the allegations in the Complaint on file herein are true including the
13 fact that Defendants were bound to a written Collective Bargaining Agreement with the Northern
14 California District Council of Laborers, a labor organization within the meaning of LMRA §301,
15 29 U.S.C. §150. By virtue of becoming bound to the Collective Bargaining Agreement,
16 Defendants became subject to all the terms and conditions of the various Trust Agreements
17 referred to in the Complaint; and
- 18 6. That Defendants falsely and fraudulently represented to Plaintiffs that Defendant
19 Melinda Swafford was eligible for medical benefits as an employee of Swafford Sweeping under
20 the Trust Funds' medical plan and caused the Trust Funds to pay out claims on behalf of Defendant
21 Melinda Swafford in excess of the contribution amounts received, in the amount of \$17,074.87;

22 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT** Judgment be
23 entered in favor of Plaintiffs and against Defendant as follows:

- 24 1. Defendant is ordered to pay the sum of \$17,074.87 in reimbursement of Trust Fund
25 benefits procured by Defendants in violation of the Agreements between the parties and owed to
26 the Trust Funds, and interest thereon;
- 27 2. Defendant is ordered to pay attorneys' fees in the amount of \$12,722.50;
- 28 3. Defendant is ordered to pay costs in the amount of \$4,557.44; and

1 4. This Court shall retain jurisdiction of this matter to enforce the Order compelling
2 payment of all amounts found due and owing.

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4 DATED: 8/7/09



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6 HONORABLE SUSAN ILSTON
JUDGE OF THE DISTRICT COURT

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